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Honorable Karen A. Overstreet
Chapter 11
Hearing Location: Seattle
Hearing Date: November 12, 2010
Hearing Time: 9:30 a.m.

4 - and -

5 Jeff J. Friedman
Admitted Pro Hac Vice
6 Katten Muchin Rosenman LLP
575 Madison Avenue
7 New York, NY 10022
Tel: 212-940-8800

8 Attorneys for Essex Rental Corp.
9

10 UNITED STATES BANKRUPTCY COURT
11 FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

12 In re

Case No. 10-21229

13 COAST CRANE COMPANY,
14 Debtor.
15

**DECLARATION OF MARTIN A.
KROLL IN SUPPORT OF SALE
ORDER**

16
17 Martin A. Kroll declares:

18 1. I am the Senior Vice President and the Chief Financial Officer of
19 Essex Rental Corp. I am also the Corporate Secretary and the Chief Financial
20 Officer of CC Bidding Corp. ("Buyer"). I am over the age of 18 years and make
21 this declaration from personal knowledge.

22 2. I make this declaration in support of the entry of the Order Approving
23 the Sale of Substantially All of the Debtor's Assets in Business Free and Clear of
24 All Liens, Claims, Interest and Encumbrances; Approving the Assumption and
25 Assignment by the Debtor to Buyer of Certain of the Debtor's Executory Contracts;
26 and Granting Other Relief ("Sale Order").

DECLARATION OF MARTIN A. KROLL IN SUPPORT OF SALE
ORDER - 1

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206.624.3600

1 3. Capitalized terms used in my declaration shall have the meanings
2 given to them in the Sale Motion or the Purchase Agreement.

3 4. Given the Debtor's liquidity problems and other operational
4 challenges, the Buyer is only willing to proceed to acquire the Debtor's Business if
5 the Transactions can be consummated quickly and without excess or onerous
6 liabilities.

7 5. The Buyer negotiated, proposed and entered into by the Purchase
8 Agreement with the Debtor at arm's length without collusion or fraud.

9 6. The Buyer would not have entered into the Purchase Agreement and
10 will not consummate the Transactions if the sale of the Purchase Assets to the
11 Buyer and the assignment of the Assumed Executory Contracts to the Buyer is not
12 free and clear of all Interests, or if the Buyer would, or in the future could, be liable
13 for any such Interests, except for those Interests specifically assumed by the
14 Buyer pursuant to the terms of the Purchase Agreement.

15 7. Neither the Buyer nor its affiliates had any insider influence or
16 improper conduct in connection with the negotiation of the Purchase Agreement
17 with the Debtor. There was no fraud or collusion among the Buyer, its affiliates or
18 any other bidder for the Debtor's assets, nor was there any collusion between the
19 Debtor and the Buyer or its affiliates to the detriment of any other bidders.

20 8. The Buyer is not an "insider" or an "affiliate" of the Debtor, as those
21 terms are defined in the Bankruptcy Code.

22 9. There is no common identity of incorporators, directors or
23 stockholders between the Buyer and the Debtor.

24 10. The Buyer will be able to perform in the future under the Assumed
25 Executory Contracts. It is being capitalized by a cash payment of \$37,980,000,
26 and it has entered into a new \$75,000,000 revolving credit facility under which it is

1 expected that there will be \$15,000,000 in availability at Closing. Further, the
2 Buyer is an indirect, wholly-owned subsidiary of Essex Rental Corp., which has
3 access to the stock and credit markets.

4 11. Attached as Exhibit A is a estimated Post-Acquisition Opening
5 Balance Sheet for the Buyer to which counterparties to Assumed Executory
6 Contracts can look for adequate assurance of future performance by the Buyer.

7 I certify or declare under penalty of perjury that the foregoing is true and
8 correct.

9 Dated this 11th day of November, 2010, at Seattle, Washington.

10 

11 Martin A. Kroll
12 Martin A. Kroll

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16 4815-7183-3608.01
17 111110/1418/64432.00001
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Coast Crane Company
Post-Acquisition
Opening Balance Sheet
(\$000's Omitted)
Unaudited and Pro Forma

Assets (a)	
Cash (based on Section 2.1b (xix) of APA)	\$ 5
Accounts receivable	5,242
Parts Inventory	1,500
New Equipment Inventory (b)	5,262
Used Equipment Inventory	253
Prepaid Expenses	633
Work in Process	791
Accrued Rental Revenue	282
Total Current Assets	<u>13,968</u>
Rental Equipment (c)	77,595
Corporate Property (d)	1,876
Identifiable Intangible Assets	1,000
Deferred Loan Costs	1,250
Total Non-current Assets	<u>81,721</u>
Total Assets	<u>\$ 95,689</u>
Liabilities and Shareholders' Equity	
Trade Payables (e)	\$ 1,700
Manitowoc Trade Payables (parts and service) (f)	750
Manitowoc Trade Payables (unsold cranes) (g)	3,057
Unpaid Bonus, Commissions and Accrued Vacation (h)	873
Unpaid employee compensation (h)	175
Transfer Taxes (i)	60
Total Current Liabilities	<u>6,615</u>
New Revolving Credit Facility (j)	48,064
DLL Loan (k)	3,983
Secured Interest Rate Swaps (l)	1,256
Total Long-term Liabilities	<u>53,303</u>
Total Liabilities	<u>59,918</u>
Shareholders' Equity	
Paid in Capital	37,618
Retained Earnings (m)	(1,847)
Total Shareholders' Equity	<u>35,771</u>
Total Liabilities and Shareholders' Equity	<u>\$ 95,689</u>

Note: Analysis excludes the balance sheet of the Canadian subsidiary as the value of the equity interest was valued at \$10 as per section 2.1b (vi) of the APA.

(a) Asset balances are based on the estimated fair value of assets acquired at the time the transaction closes. Accounts receivable, new and used equipment inventory and rental equipment are based on an estimate of OLV by taking the product of September 30, 2010 NBV per the CCC borrowing base calculation (the last available borrowing base calculation) and the OLV to NBV peg as per the April 2010 appraisal (the last available appraisal).

(b) New equipment inventory includes \$3,057 of additional Manitowoc liabilities assumed for unsold equipment.

(c) Rental equipment assumes a fair market value that is 3% greater than OLV.

(d) Corporate property includes an assumed fair market value of \$700,000 for corporate assets not included in the appraisal, such as servers, furniture, etc...

(e) As per Section 2.3h of the Asset Purchase Agreement

(f) As per Section 2.3f of the Asset Purchase Agreement

(g) As per Section 2.3g of the Asset Purchase Agreement

(h) As per Section 2.3m of the Asset Purchase Agreement

(i) As per Section 2.3i of the Asset Purchase Agreement

(j) As per Section 2.3c of the Asset Purchase Agreement; Expected availability under the \$75 million Revolving Credit Facility as of the closing date is approximately \$15 million.

(k) As per Section 3.1(a)(iii) of the Asset Purchase Agreement

(l) As per Section 2.3e of the Asset Purchase Agreement

(m) Includes expenses incurred and paid at closing of approximately \$1.8 million

EXHIBIT A